

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
USA

CONTRACT



Vendor ID 0000006499
Shadow Cross Farm
PO Box 143
Colchester VT 05446
USA

Contract ID 0000000000000000000022803		Page 1 of 4
Contract Dates 08/01/2012 to 07/31/2016	Origin CP	
Description: CP EGGS GRADE A FRESH SHELLED	Contract Maximum \$999,999.99	
Buyer Name LaRose, Deborah L	Buyer Phone 828-4635	Contract Status Approved

Phone #: 802-655-0444

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1	9414	EGGS, GRADE A, FRESH, SHELLED, LARGE OR MEDIUM CONTRACTOR MUST PROVIDE AND DELIVER WHITE OR BROWN GRADE A EGGS. ALL EGGS DELIVERED MUST COMPLY WITH THE PROVISIONS OF THE VERMONT FRESH EGG LAW-TITLE 6, CHAPTER 27			0.00	0.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

DELIVERY: ALL PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS.

DELIVERIES MAY BE WEEKLY OR BI-WEEKLY ACCORDING TO THE INDIVIDUAL REQUIREMENTS OF THE FACILITIES. ALL DELIVERIES MUST BE INSPECTED AND SIGNED FOR BY A FOOD OFFICER AT THE TIME OF DELIVERY. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR. ALL DELIVERIES SHALL COMPLY IN ALL RESPECTS WITH THE VERMONT STATE FRESH EGG LAW, TITLE 6, CHAPTER 27; VERMONT STATUTES ANNOTATED.

QUALITY: ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE. CONTRACTORS ARE TO SUPPLY FIRST QUALITY - GRADE A ONLY.

METHOD OF ORDERING: ORDERS SHALL BE PLACED BY THE FOOD SERVICE SUPERVISORS. THESE ORDERS CAN BE PLACED BY STANDING ORDER, TELEPHONE OR FAX. PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ACCURACY WITH FILLING ORDERS AND INVOICING IS OF GREAT IMPORTANCE. INVOICING IN ACCORDANCE WITH THE CONTRACT IS ESSENTIAL FOR TIMELY PAYMENT TO THE CONTRACTOR. PROBLEMS IN RECONCILING INVOICES ARE TIME CONSUMING AND COSTLY. CONTRACTOR MUST WORK WITH THE STATE TO DEVELOP PROCEDURES THAT WILL ENSURE A MINIMUM OR ERRORS.

ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THIS CONTRACT MAY BE CANCELLED WITHOUT CAUSE BY EITHER PARTY WITH 90 DAYS' WRITTEN NOTICE TO THE OTHER. THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

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CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT:
http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

PHYSICAL FACILITIES: THE CONTRACTOR'S WAREHOUSE AND TRUCK MAY BE INSPECTED BY THE STATE OR REPRESENTATIVE OF THE STATE, AND SHELL BE CLEAN, FREE OF INSECTS AND RODENTS, ADEQUATE FOR STORING AND DELIVERING PRODUCTS (DRY, CHILLED, OR FROZEN), AND MEET OR EXCEED ANY USDA OR FDA REQUIREMENTS.

RECORD KEEPING: UPON THE STATE'S REQUEST, THE CONTRACTOR MUST PROVIDE ACCURATE AND TIMELY REPORTS REGARDING INVOICES, STATEMENTS, CREDITS, AND UTILIZATION.

CONTRACTOR REPRESENTATIVE: THE PRIMARY REPRESENTATIVE WHO WILL BE RESPONSIBLE FOR THE FOLLOWING: CONTRACT ADMINISTRATION, RECEIVING AND PROCESSING ORDERS FROM ALL CENTER, ENSURING ON-TIME DELIVERY AND RESOLVING ANY SUPPLY DISCREPANCIES, AND BEING AVAILABLE ON A DAILY BASIS TO THE STATE FOOD SERVICE SUPERVISOR OR OFFICE OF PURCHASING & CONTRACTING.

DICK PAQUETTE
TELEPHONE # 802/655-0444
FAX # 802-655-8972
EMAIL: SHADOWCROSS FARM@YAHOO.COM

CONTRACTOR'S DESIGNATED REPRESENTATIVE MUST BECOME FAMILIAR WITH FOOD SERVICE OPERATIONS IN CORRECTIONAL AND HOSPITAL SETTINGS.

SPECIAL PROVISIONS: ALL EGGS MUST COMPLY WITH PROVISIONS OF THE "VERMONT FRESH EGGS" LAW, TITLE 6, CHAPTER 27, VERMONT STATUTES ANOTATED.

REPLACEMENT: ANY CLAIM OF PRODUCT DELIVERY THAT IS UNUSABLE (DAMAGED, ROTTEN, INEDIBLE, UNACCEPTABLE SUBSTITUTION, ETC), SHALL RESOLVE WITHIN THREE (3) BUSINESS DAYS.

AUDIT: THE STATE RESERVES THE RIGHT TO CONDUCT IN-DEPTH AUDITS THROUGHOUT THE CONTRACT PERIOD.

ADDING AND/OR REMOVING OF USING FACILITIES: THE STATE RESERVES THE RIGHT TO ADD AN ADDITIONAL FACILITY WITH 30 DAYS' WRITTEN NOTICE OR REMOVE ANY FACILITY WITH 60 DAYS' WRITTEN NOTICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE IN PARAGRAPH 3.13. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15
REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15
REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15
REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

PREFORMANCE MEASUREMENTS:

DELIVERIES ARE REQUIRED WITHIN THE TIMEFRAME ESTABLISHED BY CONTRACTOR AND USING FACILITY, UNLESS THE CONTRACT HAS ADVISED THE CUSTOMER OF AN ALTERNATE SCHEDULE. THE ACCEPTABLE QUALITY LEVEL FOR ON TIME DELIVERY WILL BE 99%. THE CUSTOMER WILL REPORT ANY DELIVERIES THAT DO NOT MEET THE CONTRACT PROMISED DELIVERY DATE TO THE STATE CONTRACT MANAGER.

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THE CONTRACTOR MUST COMPLETE THE REPORTING REQUIREMENTS OUTLINED IN THE RFP AND IN THIS CONTRACT. A FAILURE BY THE CONTRACTOR TO COMPLETE THEIR QUARTERLY REPORTING ON TIME IN TWO CONSECUTIVE QUARTERS WILL RESULT IN A CONTRACT REVIEW WITH POTENTIAL CONSEQUENCES AS SEVERE AS TERMINATION.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JULY 1, 2012 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR FRESH GRADE A EGGS ISSUED JULY 11, 2012 AND VENDOR'S RESPONSE DATED JULY 17, 2012.

SCOPE OF CONTRACT: TO SUPPLY FRESH GRADE A SHELL EGGS TO THE STATE OF VERMONT FACILITIES ON AN AS NEEDED BASIS.

CONTRACT PERIOD: THIS CONTRACT WILL BE FOR A 24 MONTH PERIOD WITH AN OPTION TO RENEW FOR TWO ADDITIONAL ONE YEAR PERIODS.

PRICING: MINUS \$.10 PER DOZEN OFF BOSTON MARKET. THE BOSTON MARKET WHOLESALE PRICE WILL BE POSTED ON THE PURCHASING & CONTRACTING WEB SITE AFTER 1:00 PM EVERY TUESDAY FOR THE FOLLOWING WEEK'S PRICING. THE LINK IS <http://bgs.vermont.gov/purchasing/eggprices>

SERVICE LOCATIONS: CHITTENDEN REGIONAL CORRECTIONAL, NORTHWEST STATE CORRECTIONAL, AND WOODSIDE JUVENILE REHABILITATION.

TAXES DUE TO THE STATE. CONTRACTOR FURTHER CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, THE CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH A PLAN TO PAY, ANY AND ALL TAXES DUE THE STATE OF VERMONT.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

DEB LaROSE, PURCHASING AGENT,
TELEPHONE 802-828-4635,
FAX 802-828-2222
E-MAIL: deb.larose@state.vt.us

CHANGE ORDER #1 - 07/14/2014 - THIS CHANGE ORDER IS ISSUED TO EXERCISE RENEWAL OPTION YEAR ONE THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR A ONE YEAR TERM TO JULY 31, 2015 AT THE SAME PRICING, TERMS AND CONDITIONS.

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED 06/09/14 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

CHANGE #2 - 07/23/2015 - THIS CHANGE ORDER IS ISSUED TO EXERCISE RENEWAL OPTION YEAR TWO THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR ONE YEAR TERM TO JULY 31, 2016 AT THE SAME PRICING.

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED MARCH 1, 2015 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OR PERJURY THAT AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____